

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant : **Khalid Youssef**
Assignee : **Dialogic Corporation**
Title of Invention : **RAPID TRAINING ECHO CANCELLOR FOR
TELECOMMUNICATIONS SYSTEM**
Serial No. : **09/276,021**
Date Filed : **March 25, 1999**



Box MISSING PARTS
Assistant Commissioner for Patents
Washington, DC 20231

**PETITION FOR FILING WHEN AN INVENTOR REFUSES
TO SIGN OR CANNOT BE REACHED (37 C.F.R. 1.47 (B))**

SIR:

This is a petition for filing when an inventor refuses to sign or cannot be reached (37C.F.R. 1.47(b)). This petition is being made by the Vice President and General Counsel of the Company for which the named inventor worked, Dialogic Corporation, and shows sufficient proprietary interest in the matter to justify such actions to make application for patent on behalf of and as agent for the inventor.

The subject of this petition is the absence of the inventor, Khalid Youssef. Mr. Youssef was employed as an engineer for the Dialogic Corporation. Mr. Youssef resigned after the completion of the invention claimed in application number 09/276,021. Before signing the assignment from himself to the Dialogic Corporation an unforeseen family emergency arose in Mr. Youssef's native country of Egypt, Mr. Youssef left the United States without making a written assignment of the 09/276,021 patent application to the Dialogic Corporation. However, Mr. Youssef did execute an employment contract (copy attached) whereby he effectively assigned all right, title, and interest of any inventions and Work for Hire to the Corporation (see section 2 of the attached agreement).

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Although every reasonable and diligent effort has been made, it has not been possible to reach Mr. Youssef. Mr. Youssef's last known whereabouts were:

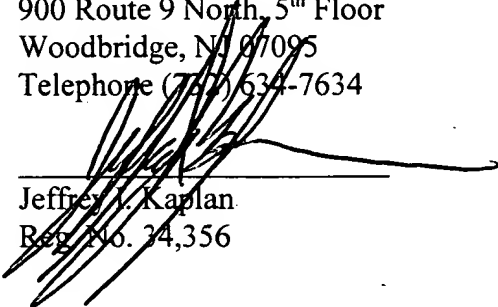
Mr. Khalid Youssef
224 Lembeck Avenue
Jersey City, NJ 07305

The subject matter of the patent application at issue, 09/276,021, is that of an invention in the cutting edge art of telecommunications. Due to the staggering speed of innovation in this field we believe that any delay in time will cause irreparable harm to the rights of the parties. We respectfully request the Office to grant our petition to file when an inventor refuses to sign or cannot be reached.

Please find enclosed the required fee of \$130.00 pursuant to §1.17(h)

Respectfully Submitted,

KAPLAN & GILMAN, L.L.P.
900 Route 9 North, 5th Floor
Woodbridge, NJ 07095
Telephone (732) 634-7634



Jeffrey I. Kaplan
Reg. No. 34,356

AIK/JIK/pa
Enclosures

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DIALOGIC CORPORATION
1515 Route Ten, Parsippany, New Jersey 07054



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EMPLOYEE PROPRIETARY INFORMATION & INNOVATION AGREEMENT

Employee: Khalid Youssef
Print Full Name

THIS AGREEMENT made between me, the above named person, and Dialogic Corporation, herein after referred to as "Dialogic" or "the Corporation". WITNESSETH:

Dialogic has developed and used technical and non-technical information vital to the success of the Corporation's business. Generally, Dialogic employees become acquainted with this information and, depending on job assignments and responsibilities, may contribute to it either through inventions, discoveries, improvements, computer programs, mask works, works for authorship (collectively called "Innovations"), or through studies, analyses, proposals, business plans (collectively called "Work for Hire") or otherwise. Therefore it is necessary for Dialogic to protect certain of this technical and non-technical information generated by its employees by holding it as proprietary and confidential, or by obtaining statutory protection (patents, trademarks, mask works, copyrights) or common law protection (trade secrets) or both.

In consideration of and as part of the terms of my employment by Dialogic and the salary or wages paid me during such employment, it is hereby agreed:

1. PROPRIETARY INFORMATION

I shall not, except as authorized by the Corporation, at any time during or after my employment directly or indirectly disclose to any other person or entity any proprietary or sensitive information of the Corporation or of others (collectively called "Proprietary Information"), which has come into the Corporation's or my possession in the course of my employment with the Corporation; nor shall I use any such Proprietary Information for my personal use or advantage or make it available to others. Proprietary Information includes existing and contemplated technical information such as, for example, compositions, formulas, products, processes, methods, systems, designs, specifications, mask works, testing or evaluation procedures, machines, manufacturing procedures, production techniques, research and development activities, inventions, discoveries and improvements and also existing and contemplated business, marketing and financial information such as, for example, business plans and methods, marketing information, cost estimates, forecast, financial data, new business acquisition/proposal information, customer identification, and sources of supply.

All information, both technical and non-technical, regarding the Corporation's businesses in whatever form, including but not limited to text, drawing, mask works, or computer software programs or documents, is presumed to be proprietary and confidential until it becomes public information lawfully and without breach of confidential obligation.

2. INNOVATIONS

I agree to disclose promptly and fully to the Corporation all Innovations and/or Work for Hire, whether or not patentable, copyrightable or registerable, including but not limited to products, processes, methods, systems, designs, techniques, mask works, computer programs, facilities, equipment, prototypes, and devices that have been or may be conceived, made or authored by me solely or jointly with others during the period of my employment with the Corporation; (a) which are along the lines of or relate to the business, work, or investigations of the Corporation or of any company with which it is affiliated; (b) which result from or arise out of any work that I may do for or on behalf of the Corporation; (c) which result from or arise out of any Proprietary Information that may have been disclosed or otherwise made available to me as a result of duties assigned me by the Corporation; or (d) that are otherwise made through the use of the Corporation's time, facilities, or materials. All such Innovations and Work for Hire shall be the sole and exclusive property of Dialogic and I hereby assign to the Corporation all of my right, title and interest therein.

3. EXECUTION OF DOCUMENTS

I also agree to execute assignments to the Corporation or its assigns, nominees, or successors of all my right, title or interest in and to: (a) any and all Innovations described in paragraph 2 above; (b) any and all patent, trademark, copyright and mask works registration applications therefor; (c) all priority rights acquired under the International Convention for Protection of Industrial Property by filing of such applications; and (d) all patents, trademark, copyright and mask works registrations that may be granted therefor throughout the world. I further agree during and after my employment to sign all lawful papers and otherwise assist without charge and in every lawful way the Corporation and its assigns, nominees or successors at its or their request to obtain, and sustain such patents, trademark, copyright and mask works registrations for its benefit in any and all countries.

**EMPLOYEE PROPRIETARY INFORMATION & INNOVATION AGREEMENT**Employee: Khalid Youssef
Print Full Name**4. NOTICE OF RIGHTS UNDER STATE STATUTES**

No provision in this agreement is intended to require assignment of any of my rights in an invention for which no equipment, supplies, facilities, or trade secret information of the Corporation was used, and which was developed entirely on my own time, unless such invention (1) relates to the business of the Corporation or to the actual or demonstrably anticipated research or development of the Corporation; or (2) results from any work performed by me for the Corporation.

5. RECORDS AND DOCUMENTS

All record, documents, and other writings including text, drawings, computer software programs, mask works or works of authorship relating to or containing Proprietary Information as defined above, and which are prepared or created by me, or which may come into my possession during my employment, are deemed to be the property of the Corporation. Upon termination of my employment, I agree to leave all such records, documents, and writings and all copies thereof with the Corporation.

6. LEGALLY BINDING AGREEMENT

This Agreement shall be binding upon my, my heirs, administrators, assigns, executors, or other legal representatives and shall be binding upon and more to the benefit of Dialogic, its assigns, nominees or successors, however, neither this Agreement nor any provision thereof shall be construed to be an employment agreement. I agree that either during or after my employment the Corporation may advise others of the existence of this agreement and the provision of all or any part thereof.

7. PRIOR INVENTIONS

Listed and briefly described below are all inventions not previously assigned to my former employers and which I conceived and made prior to my employment with Dialogic. Such listed inventions are not included under this Agreement. I agree to notify the Corporation promptly in writing if their actual or projected use comes to my attention. I also agree that I will not disclose to or use on behalf of Dialogic any proprietary or confidential information of any third party without authorization therefrom.

DIALOGIC CORPORATION**EMPLOYEE**By: Alan Huntz
Staffing ManagerSignature of Employee: Khalid Youssef
Date: 8/25/97

The following list represents my previous inventions and other created innovations not previously assigned to my former employers which I conceived prior to my employment with Dialogic:
